

Contract no. 1308

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AGREEMENT

BETWEEN:

HUDSON COUNTY COMMUNITY COLLEGE

-AND-

HUDSON COUNTY COMMUNITY COLLEGE STAFF ASSOCIATION

July 1, 1991- June 30, 1994

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TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>NAME</u> | <u>PAGES</u> |
|----------------|------------------------------------|--------------|
| I. | RECOGNITION | 1, 2 |
| II. | NEGOTIATION OF SUCCESSOR AGREEMENT | 2, 3 |
| III. | GRIEVANCE PROCEDURE | 3-6 |
| IV. | EMPLOYEE RIGHTS AND PRIVILEGES | 6 |
| V. | FAIR DISMISSAL PROCEDURE | 7-9 |
| VI. | UNION RIGHTS AND PRIVILEGES | 9, 10 |
| VII. | WORK SCHEDULE | 10, 11 |
| VIII. | HOLIDAY AND HOLIDAY PAYMENT | 11-13 |
| IX. | VACATION DAYS | 13, 14 |
| X. | LEAVES OF ABSENCE | 14-16 |
| XI. | INSURANCE | 16, 17 |
| XII. | SENIORITY | 17, 18 |
| XIII. | EVALUATIONS AND PERSONNEL RECORDS | 18-20 |
| XIV. | JOB POSTING PROCEDURE | 20 |
| XV. | DEDUCTION OF DUES FROM PAYROLL | 20, 21 |

| | | |
|------------------------------|--------------------------------------|--------|
| XVI. | WEATHER EMERGENCY | 21, 22 |
| XVII. | UNIFORMS | 22, 23 |
| XVIII. | EDUCATIONAL BENEFITS | 23, 24 |
| XIX. | MISCELLANEOUS PROVISIONS | 25 |
| XX. | MANAGEMENT RIGHTS | 25 |
| XXI. | NON-DISCRIMINATION | 26 |
| XXII. | CONFERENCES AND TRAVEL | 26 |
| XXIII. | LEAVE FOR UNION BUSINESS | 27 |
| XXIV. | OUTSIDE EMPLOYMENT | 27 |
| XXV. | MILEAGE ALLOWANCE | 28 |
| XXVI. | FACILITIES AND PARKING | 28 |
| XXVII. | PROBATIONARY AND WORKING TEST PERIOD | 28 |
| XXVIII. | PUBLICATION OF AGREEMENT | 29 |
| XXIX. | NOTICES | 29 |
| XXX | SALARIES | 29, 30 |
| SIGNATURE PAGE | | 31 |
| APPENDIX A - INSURANCE | | |
| APPENDIX B - EVALUATION FORM | | |
| STAFFCAP.DOC | | |

AGREEMENT

This Agreement made this day of October, 1991, between the HUDSON COUNTY COMMUNITY COLLEGE (hereinafter referred to as the "COLLEGE") and HUDSON COUNTY COMMUNITY COLLEGE STAFF ASSOCIATION (hereinafter referred to as the "UNION")

WITNESSETH:

Whereas, the Public Employment Relations Commission certified the Union as the exclusive representative for the purposes of collective negotiations with respect to wages, hours and all terms and all conditions of employment for those referred to herein within the meaning of the Act; and,

Whereas, this certification requires the College to recognize the Union as the exclusive representative for the purposes of collective negotiations with respect to wages, hours and all terms and all conditions of employment for these college employees.

Now therefore, the College and the Union mutually agree as follows:

ARTICLE I

RECOGNITION:

A. Unit

1. The Board of Trustees of Hudson County Community College recognizes the Hudson County Community College staff Association ("Union") as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all Union Members including only:

Non-professional full-time and part-time support staff, including clerical and administrative employees, maintenance and custodial employees, police, craft and professional employees, and security personnel.

The following positions, classifications and titles are, however, excluded:

Supervisors within the meaning of the Act, managerial executives, confidential employees, police, craft and professional employees and instructional faculty.

B. Definitions

1. The term "Board" shall mean the Board of Trustees of Hudson County Community College, Hudson County, State of New Jersey or its duly designated agent(s).

2. The term "Union" as used in this Agreement shall mean the Hudson County Community College Staff Association as the recognized majority representative for the negotiation unit.

3. The term "College" as used in this Agreement shall mean Hudson County Community College, of Hudson County, State of New Jersey or its duly designated agent(s).

4. The term "parties" when used in this Agreement shall mean the Board and the Union in its capacity as exclusive majority representative of the employees in the negotiation unit.

5. The term "employee" when used in this agreement shall refer to all employees represented by the Union in the negotiating unit as defined above and references to male employees shall include female employees.

6. Part-time employees must work 25 hours per week on a steady basis to be members of the bargaining unit.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor agreement no later than January 1.

B. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

C. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

D. The college agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement with any organization other than the Union for the duration of this Agreement.

E. During the term of this Agreement neither party shall be required to negotiate with respect to any such

matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

F. During negotiation, the College and the Union shall exchange points of view, and make proposals and counter proposals. Each party shall promptly make available as soon as practicable to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Grievance

1. Contractual Grievance: A dispute which may arise between the parties concerning the application, meaning, or interpretation of an express provision of this Agreement.

2. Non-Contractual Grievance: A misapplication, misinterpretation, or violation of a policy or administrative decision or disciplinary matters of three day suspension or less including counseling, warnings, reprimands. Exception: suspension of three days for the third time within one fiscal year may go to binding arbitration.

3. The grievance form shall be jointly prepared by the College and the Union.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement:

Step One: (a) The grievant shall institute action in writing signed and delivered to his Immediate Supervisor within thirty (30) working days of the occurrence complained of, or thirty (30) working days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) working days shall be deemed to constitute

an abandonment of the grievance. The grievant may be represented by any employee who is the shop steward. The grievant or the immediate supervisor may request a meeting to discuss the grievance.

(b) The immediate Supervisor shall render a decision in writing within fifteen (15) working days after receipt of the grievance.

(c) During the first ten (10) working day period, nothing shall prevent the employee and/or his representative from discussing the matter informally with the employee's immediate supervisor.

STEP TWO: (a) In the event the grievance has not been resolved at Step 1, the Union or the grievant may file a written grievance on an approved form with the President or his designee within twenty (20) working days of the grievant's receipt of the response or expiration of the time to respond at Step 1.

(b) The President or his designee shall respond in writing within fifteen (15) working days of receipt of the grievance at this step.

STEP THREE: (a) In the event the grievance has not been satisfactorily resolved at Step 2, the Union or the grievant may file the written grievance on an approved form with the Board of Trustees within ten (10) working days of the Union's receipt of the response or the expiration of the time to respond at Step 2.

(b) The Board of Trustees or its Representative Committee shall respond in writing to the grievance within thirty (30) working days of the receipt of the grievance at this step.

STEP FOUR: In the event the grievance has not been satisfactorily resolved at Step 3, the Union, and only the Union, may submit the matter to binding arbitration in accordance with the procedures of the Public Employment Relations Commission on the following conditions:

D. Arbitration

1. The request for arbitration shall be filed by the field representative of the Union;

2. The request for arbitration must be filed with the appropriate agency no later than fifteen (15) working days after receipt of the response or expiration of the time to respond at Step 4, and;

3. The grievance is a contractual grievance as defined in (B) (1) of this Article.

E. Miscellaneous

1. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance is final.

2. No response at any Step within the time allotted shall be deemed to be a denial of the grievance at that step.

3. Class grievances may be filed at Step 2 by the Union within its discretion.

4. Written dispositions of all grievance at all Steps shall be forwarded to the Union representative.

5. In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the parties except that late cancellation fees shall be the sole responsibility of the party requesting the postponement.

6. Time limits shall be strictly adhered to on a grievance not raised or processed within the time allotted shall be deemed to be abandoned, unless mutually agreed by the parties in writing.

7. All meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives.

8. A grievance must be raised at Step 1 no later than thirty (30) working days following its event or occurrence, or it shall be deemed waived.

9. The costs of a stenographer shall be borne by the party obtaining the record and the appropriate rules of the Public Employee Relations Commission.

F. Duties of the Arbitrator

1. The arbitrator shall confer with the representatives of the College and the Union and hold hearings promptly and shall issue his decision no later than (30) working days from the closing date of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.

2. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of any act which is in violation of law. Further, the arbitrator's powers are limited to deciding whether violations, misapplications or misinterpretations of specific articles of this agreement have occurred.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the College shall have the right freely to organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Union and its affiliates, his participation in any activities of the Union and its affiliates, collective negotiations with the Board, or his institution of any grievances, complaints, or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Whenever any Unit Member is required to appear at a hearing before the President or his designee, Board, or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that unit member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Union present to advise him during such meeting or interview.

C. No employee shall be prevented from wearing pins or other identification of membership in the Union or its affiliates.

ARTICLE V

FAIR DISMISSAL PROCEDURE

A. Procedure

1. Date

On or before December 15 of each year the Board shall give to each employee continuously employed for five (5) or more years, and on or before March 15 of each year, the Board shall give to all other employees continuously employed since the preceding September 30, either:

- a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board or,
- b. A written notice that such employment shall not be offered.

2. Reasons

Any non-tenure employee who receives a notice of non-employment may within five (5) working days thereafter, in writing, request a statement of reasons for such nonemployment from the Board, which statement shall be given to the employee in writing within ten (10) working days after receipt of such request.

3. Hearing

Any non-tenure employee who has received such notice of non-employment and statement of reasons shall be entitled to a hearing before the Board, provided a written request for hearing is received in the office of the secretary of the Board within five (5) working days after receipt by the employee of the statement of reasons.

4. Board of Determination

The Board shall issue its written determination as to the employment or non-employment of said non-tenure employee for the next succeeding school year within ten (10) working days after the completion of the hearing. Said proceedings shall be completed and the Board's determination presented to the employee no later than May 31.

5. Applicable Grievance Procedure

If the employee disagrees with the determination of the Board, he may submit the dispute through the grievance procedure as set forth in Article III of this Agreement and said grievance shall commence at Step 3. In no event shall Board reason of fiscal exigencies, budget constraints or fiscal RIF be subject to arbitration. Other reasons submitted by the Board may be subject to arbitration pursuant to Article III of this Agreement.

B. Failure to Comply

Should the Board fail to give a non-tenure employee either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered and upon request by the employee to the Board, a hearing shall fail to make and serve a copy of the determination, all within the time and in the manner provided for in this Article, the Board shall be deemed to have offered to that employee continued employment for the next succeeding school year upon the terms and conditions between the Board and the Union.

C. Notification of Intention to Return

If the employee desires to accept such employment, he shall notify the Board of such acceptance, in writing, within ten (10) days of receipt, in which event such employment shall continue as provided for herein. In default of such notice the Board shall not be required to continue the employment of the employee.

D. Termination of Employment

Employees may resign in good standing by giving the Division of Personnel at least two (2) weeks written notice prior to the last day of work. This two (2) weeks notice shall be in addition to the employee's accrued vacation.

E. Discharge

1. No employee shall be discharged, suspended or disciplined without just cause.

2. Procedure

Progressive discipline procedure shall be used whenever possible. Serious breaches of discipline may require immediate suspension or dismissal rather than counseling, warning or written reprimand.

3. Immediate Suspensions

When the presence of the employee is determined to be dangerous to the welfare of other employees, or detrimental to the interest of the College, the appropriate Dean or his designee may suspend the offender immediately pending investigation, formal charges and subsequent hearing.

4. Notice to the Union

The Union will be notarized of all formal disciplinary actions.

ARTICLE VI

UNION RIGHTS AND PRIVILEGES

A. It is agreed by both parties to provide in a timely fashion, information necessary to conduct and promote fruitful negotiation.

B. Representatives of the Union, the New Jersey Education Association, and the National Official Association shall be permitted to transact official Union Business school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

C. The Union and its representatives shall have the right to use College buildings at all reasonable hours for meetings. The supervisor of the building in question shall be notified in advance of the time and place of all such meetings. No approval shall be required.

D. The Union shall have the right to use College facilities and equipment, including typewriters, calculating machines, and equipment at reasonable times, when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.

E. The Union shall have the right to use the intercollege mail facilities and College mail boxes as it deems necessary.

F. Exclusive Rights

1. The rights and privileges of the Union and its representatives as set forth in this Agreement shall be granted only to the Union as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit unless the Union is no longer the majority representative.

2. The Board shall permit a designated regular member of the Union to visit the campus buildings to investigate working conditions, employee complaints or problems, or for any other purposes relating to the terms and conditions of this Agreement. Where one representative visits the College for such purposes, no advance notice must be given; However, the representative shall notify the supervisor, immediately, upon arrival at the building. In cases where two (2) representatives visit the College for any of the aforementioned purposes, the College shall be notified at least one day (1) in advance of the visit. Such advance notification may be waived with the express consent of the President.

G. Union Telephone

The Union may have a telephone at its own expense, the location of which to be agreed upon by the parties.

ARTICLE VII

WORK SCHEDULE

A. Hours of Work

The regular work week for all full-time bargaining unit members shall consist of five (5) consecutive days (Monday to Friday) of eight (8) hours per day, forty (40) hours per week, including a one (1) hour lunch per day.

B. Lunch and Coffee Breaks

Lunch breaks for those employees working an eight (8) hour shift, shall be of one (1) hour duration and shall be staggered to provide coverage. There shall be two (2) coffee breaks for those employees working an eight (8) hour shift. Each coffee break shall be ten (10) minutes in duration and shall be provided two (2) times per day.

C. Overtime

1. All hours worked in excess of eight (8) hours in any day and forty (40) hours in any week, shall be paid for at a rate of one and one-half times the regular straight time rate of pay.

2. Overtime shall be equitably distributed among full-time employees. Overtime shall be strictly voluntary. The College should make every effort to request an individual to work overtime at least twenty-four (24) hours in advance.

3. An employee shall be compensated at a rate of one and one-half times the employee's regular rate of pay for work performed on a Saturday and/or Sunday.

4. It is agreed to in good faith by the Union that unit members will not be discouraged by the Union to work on Saturday or Sunday.

D. Call-Back Pay

Any employee who is called back to work after completing his regularly scheduled shift and leaving the premises shall receive pay for all work actually performed with a minimum guarantee of three (3) hours pay. Said call-back pay shall commence from portal to portal with one-half (1/2) hour travel time allowed for traveling to work and one-half (1/2) hour travel time allowed from work. If an employee is called back to work before leaving the premises, he shall have been deemed to have worked continuously. This Article shall also apply when an employee is called in on a Saturday or Sunday.

E. Summer Hours

It is understood that the provision of summer hours is the sole discretion of the Board. The College shall inform the Association of the summer hour schedule, if applicable, on or before April 1. In the event there is a summer hour schedule, it is understood the work schedule will commence at either 8:00 a.m. or 9:00 a.m. and end at either 5:15 p.m. or 6:00 p.m. with one-hour hour for lunch. The College will work with the supervisor and employees in good faith, as far as practical, to coordinate unit member schedules with the supervisor's schedule.

ARTICLE VIII

HOLIDAY AND HOLIDAY PAYMENT

Effective July 1, 1991 unit members shall have the following holidays:

Independence Day
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
One Week in Between Christmas and New Year's Day
New Year's Day
The Day after New Year's Day

Martin Luther King Day
President's Weekend
Good Friday
Memorial Day

B. The holiday calendar will be announced at the beginning of the academic year.

C. An employee who is not required to work on a holiday, or the designated observance of a holiday, shall be paid at his straight time rate for the holiday.

D. An employee who is required to work on a holiday, or the designated observance of a holiday, shall receive his normal day's pay and an additional day's pay at the rate of time and one-half (1-1/2) the regular straight time rate.

E. Whenever the work schedule is such that an employee is required to work on said holiday the employee will be granted a substitute day off at a later date mutually convenient to the employee and his supervisor.

F. An employee on unpaid leave of absence shall not be entitled to pay for any holiday occurring during such leave.

G. The College will attempt to give three (3) days notice whenever possible when employees are required to work on a holiday. The Union recognizes that there may be emergency situations which require less than three (3) days notice.

H. To qualify for holiday pay, an employee must have worked the scheduled day before and the scheduled day following the holiday, unless such failure to work is caused by:

1. Jury Duty
2. Death in the Immediate Family
3. Union Business
4. Vacation
5. Incapacitating injury, but not illness.
6. Illness, provided a Doctor's certificate presented by the employee upon return to work, unless waived by the President or his designee

I. Part-time employees shall be eligible for payment of legal holidays only when the legal holiday falls on a day they are scheduled to work.

J. When a part-time employee works a legal holiday, he will receive his normal day's pay and an additional day's pay at the rate of time and one-half (1-1/2).

ARTICLE IX

VACATION DAYS

1. Employees shall be granted vacation leave with pay subject to the approval of the College as follows:

a. Starting from the date of hire until six months, one working day's vacation earned for each month completed, up to a maximum of five days;

b. Starting date until the completion of first year, one day per month up to a maximum of ten (10) working days;

c. From the beginning of the second year of employment, vacation leave shall be earned at the rate of 1.416 days per month up to a maximum of seventeen (17) days per year;

d. From the beginning of the third year of employment, vacation leave shall be earned at the rate of 1.5 days per month up to a maximum of eighteen (18) days per year.

e. From the beginning of the fourth year of employment, vacation leave shall be earned at the rate of 1.58 days per month up to a maximum of nineteen (19) days per year.

f. From the beginning of the fifth year of employment, vacation leave shall be earned at the rate of 1.67 days per month up to a maximum of twenty (20) days per year.

2. Where in any calendar year the accrued vacation is not utilized such accrued vacation shall accumulate and shall be granted during the next succeeding calendar year only.

3. Employees may not accrue vacation beyond the next calendar year without approval of the President or his designee.

4. Vacation leave may be taken in segments of less than five (5) days when approved by the unit member's immediate supervisor.

5. A vacation request shall be deemed approved, in the event the unit member does not receive an official response to his request for vacation time within two weeks.

6. The College may cancel an employee's scheduled vacation due to emergencies. The College shall invoke this

provision only under extraordinary circumstances and after making all efforts necessary to avoid cancelling an employee's vacation. The affected employee shall have the option of selecting another available vacation period in that year or the following year.

7. Part-time employees shall be entitled to one-half of the vacation benefits of full-time employees.

ARTICLE X

LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave shall be defined as a required absence from work due to a personal illness, accident or exposure to contagious disease.

2. The College may require a supporting certificate from the employee's attending physician when said employee is absent for five (5) or more consecutive days chargeable to sick leave.

3. The College may require a supporting certificate from the Employee's attending physician for absences of five (5) days in any twenty (20) work day period. Said certificate shall be forwarded to the Immediate Supervisor or the Director of Personnel.

4. Sick leave shall be earned at the rate of 1.41 days per month up to a maximum of seventeen (17) days per year.

5. Unused sick leave shall accumulate without limitation.

6. An employee shall notify his Immediate Supervisor or designated person of the intended absence due to illness either fifteen (15) minutes prior to or after the employee's scheduled starting time.

7. An employee who fails to report to work when scheduled and fails to notify the Immediate Supervisor of the intended absence, shall not be paid for the absence.

8. If an employee incurs a work related injury such employee shall not be required to utilize the sick leave allowable under Paragraph 4. In this event the employee may apply for workers compensation.

9. The College may require the approval of a College appointed doctor before an employee is allowed to return to work after utilizing sick leave for three or more

3. In the event of the death of a full time employee's brother-in-law or sister-in-law, the employee shall be entitled to pay for up to one (1) work day following the date of death during which the employee would have otherwise worked.

4. Bereavement Leave for part-time employees shall be calculated on a calendar day basis.

E. Maternity Leave

1. Employees requesting leave for reasons of pregnancy and childbirth should first request absence with available sick, and personal and vacation days.

2. The President or his designee shall approve unpaid maternity leave to a normal maximum of six months when a written request is accompanied by appropriate medical certification.

F. Illness in Family

A leave of absence without pay for up to six (6) months may be granted at the sole discretion of the Board for the purpose of caring for a sick member of the employee's immediate family. An additional leave may be for up to six (6) months in the sole discretion of the Board.

G. Military Leave

1. A military leave without pay will be granted to any full-time employee who is inducted or who enlists for one enlistment period in any branch of the Armed Forces of the United States.

2. Leave will be granted to an employee to fulfill reserve or National Guard commitments. Full-time personnel will receive full salary for time normally spent with the College, minus any monies received on a daily basis while fulfilling his/her military obligations.

ARTICLE XI

INSURANCE

A. The existing Health Insurance Programs shall remain in effect for the life of this Agreement.

B. The existing Dental Insurance Program shall remain in effect for the life of this Agreement.

C. The existing Prescription Insurance Program shall remain in effect for the life of this Agreement.

D. The College reserves the right to change, without negotiation, the manner in which the Health Benefits in paragraphs A, B, and C are provided as long as such benefits are equivalent.

E. Part-time employees are entitled to the above benefits.

F. An understanding of the insurance issue is attached as Appendix A.

ARTICLE XII

SENIORITY

A. The purpose of seniority is to provide job security for all employees based on length of continuous service and giving consideration to the efficiency of College operations. Seniority is defined to mean preference in employment based on the employee's length of continuous service from the date of last hire in an employee's classification.

B. The Association representative shall be called in when laying off employees, and the following procedure shall apply.

1. Probationary employees shall be laid off first;

2. Remaining employees shall be laid off in reverse order of seniority within their classification at either the North Hudson College Center or the Jersey City College Center.

C. An employee will lose all seniority rights for the following reasons:

1. Voluntary resignation.
2. Discharge for cause.

3. Absent for two (2) consecutive working days without notifying the employer unless he produces a good and sufficient cause for not notifying the employer.

4. Fails to return from a layoff within five (5) working days from the date of recall unless he produces a good and sufficient cause for not reporting.

5. Layoff for a period of one (1) year.

D. Employees shall be recalled in the reverse order of layoff provided that they have the qualifications to perform the available work. An employee shall remain on the recall list for a period of one (1) year.

1. An employee will be considered recalled to work, if notified by telegram, registered, or certified letter to the last known address on record with the College.

2. Employees must keep the College up-to-date on their addresses and telephone numbers.

E. An employee whose job is eliminated shall have his choice of any job that his seniority would entitle him to, provided such employee has the ability to perform the job.

F. Multiple hires on any given day shall have their seniority established by lottery as conducted by the College. The seniority rank shall be established and retained during the employees' tenure of employment.

G. Employees who have remained in good standing and transfer into the bargaining unit shall maintain their full seniority from date of hire, for all purposes other than bumping rights which shall be counted from the day the individual transferred into either the North Hudson College Center or the Jersey City College Center.

H. A part-time employee who transfers to a full-time position shall be credited with one-half (1/2) of the seniority earned while working part-time.

I. All employees shall begin to accrue seniority from date of initial hire after successful completion of the probationary period.

ARTICLE XIII

EVALUATIONS AND PERSONNEL RECORDS

A. Evaluations

1. Frequency - An employee shall be evaluated at least once during each fiscal year by his/her supervisor. The employee will sign the copy of the evaluation to be retained by the College. The signing by the employee means that the employee has read the evaluation and does not mean acceptance. The employee has the right to respond to the evaluation by attachment. An example of the type of evaluation form to be used is attached as Exhibit B.

2. Copies of Evaluation - A copy of the evaluation of an employee by the College will be given to the employee upon request.

B. Personnel Record

1. Each employee will have in the Personnel Department a single, official personnel file.

2. Upon notice of at least one day to the Personnel Department, the personnel file shall be made available to any unit member on a working day from the hours of 9:30 a.m. to 4:30 p.m. upon the signature of the unit member requesting to see his file in the Personnel Department. When reviewing the personnel file, the Director of Personnel or an appropriate administrator shall be present. The following material contained in the personnel file shall not be made available to the unit member:

- a. Character and job references from outside sources;
- b. Transcripts restricted by the sending institution;

3. The personnel file shall, when applicable, contain but not be limited to the following:

- a. The member's signed application form.
- b. The member's transcripts supporting his claim to academic work.
- c. Documents supporting his claim to professional training.
- d. All documents relating to the performance of the employee.
- e. All employment contracts signed by the individual.
- f. All records and transcripts and other relevant documents supporting the unit members claim to continued growth after initial placement may be placed in the file by the unit member.

4. Any document other than those of a confidential nature mentioned above, shall only be inserted in the individual member's personnel file by appropriate college supervisory personnel with simultaneous written notification to the unit member. All documents which are placed in the unit member's personnel file by the College must be signed and dated by the individual responsible for its content and/or the placement of the document in the file.

5. The unit member shall have the right to respond to any non-confidential document within thirty (30) calendar days from its placement in the file. This response shall be

signed and dated and shall become part of his personnel file.

6. The College will be responsible for the safekeeping of all personnel files. Files will not be removed from the safekeeping of the Personnel Department.

7. Upon termination of employment, the former employee shall have the same right to access to his personnel file.

8. Consistent with the requirements of Paragraph 2 above, an individual may make one (1) copy of each item contained in his/her file that is not restricted by Paragraph 2 (a) and (b) above. Such copies shall be made by the Personnel Office which shall charge the individual five (5) cents per copy. All such material copies shall be for the sole and exclusive use of the individual.

ARTICLE XIV

JOB POSTING PROCEDURE

1. In the event of a vacancy in a bargaining unit position, such vacancy shall be posted for five (5) working days. Consideration shall be given to qualified employees covered under this Agreement. The College agrees to notify the Union when a decision is made.

2. In the event of a vacancy, not temporary in nature, the College shall not fill the position without notification and posting as described in this Article.

ARTICLE XV

DEDUCTION OF DUES FROM PAYROLL

1. The College agrees to deduct dues for the Union from the wages of an employee covered by this Agreement, pursuant to the existing statute as amended, provided at the time of such deduction there is in the possession of the College a current written assignment, individually and voluntarily executed by the employee. The Union shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the College.

2. The College will deduct the current uniform dues from the pay of the employee(s) on a monthly basis provided that if an employee has no pay coming for such pay period, or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The College will deduct from the pay of employee(s) in any one month only dues incurred while an individual has

been in the employ of the College and only such amounts becoming due and payable in such month.

3. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from Union.

4. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the College notice of the change at least sixty (60) days prior to the effective date of such change.

5. The Union shall indemnify and hold the College harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the College for purpose of complying with the provisions of this Article.

6. Employees included in the negotiating unit may only request deduction for the payment of dues to the duly certified majority representative.

7. The College will provide to the Union on a semi-annual basis a list of all positions in the Union and a list of all newly hired people within the Union.

8. Agency fee - Non-members of the Unit shall be assessed a fee equal to eighty-five (85%) percent of the annual dues in accordance with statute.

ARTICLE XVI

WEATHER EMERGENCY

1. In the event the College closes a College office because of a weather or other emergency, employees assigned to that office will be credited with a full day's compensation.

2. If an employee cannot report to work due to a weather emergency and the College offices have not been closed by the College, then the absence will be charged to accumulated vacation or personal leave.

3. Announcements of such closings will be made over appropriate radio stations WABC (AM), WOR (AM), WVNJ (FM), and WADO (AM) or via telephone. The college reserves the right to amend the foregoing list upon notice to the Association.

4. It is expected that all employees will continue to make an effort to report to work when classes have been

cancelled due to snow or other emergencies, unless contacted by their supervisor or his designee to not report to work.

5. If any employee is directed to stay at home due to inclement weather, he will suffer no loss in his day's pay.

6. If an employee is called specifically to report to work, when school is closed he will receive his normal day's pay and additional pay at the rate of straight time for each hour worked up to eight (8) hours, after which he will be compensated at the rate of time and one-half (1-1/2).

7. If an employee is working and the College is closed prior to the end of his regular shift, the President shall have the option of sending the employee home early or having the employee complete his normal shift; if the employee is sent home early, he shall not suffer any loss of wages for the day. If the employee is retained until the end of his shift, he will be entitled to pay at the rate of time and one half (1-1/2) for those hours worked beyond the closing time of the College.

8. These guidelines shall be applied separately and exclusively to each shift. For example, if the College's normal schedule of opening is interrupted, the guidelines will be applied only to those shifts affected by the interruption.

ARTICLE XVII

UNIFORMS

A. A terminated employee shall return all articles of clothing prior to receipt of the employee's final pay check.

B. A full-time employee shall be issued:

1. Security

Summer Uniforms

- 1 Summer Cap
- 3 Short Sleeve Shirts
- 2 Pr. Summer Trousers
- 1 Pr. Black Shoes

Winter Uniforms

- 1 Winter Cap
- 3 Long Sleeve Shirts
- 2 Pr. Winter Trousers
- 1 Winter Jacket
- Gloves & Rain Gear
- 1 Pr. Black Shoes

2. Maintenance/Custodial

| | |
|-----------------------------|---------------------------|
| 3 Short Sleeved Work Shirts | 4 Long Sleeve Work Shirts |
| 4 Pr. Work Shirts | 1 Winter Jacket |
| 2 Pr. Work Shoes | Rain gear & Work Gloves |
| (1 pair safety shoes) | |

C. The College will provide new uniforms every other year.

D. Appearance and Uniform Replacement

1. Security and custodial and maintenance personnel must report to work in uniform every day. Those individuals who are not in uniform will be sent home.

2. In the event as employee's uniform in whole or in part has ben rendered unfit for service due to a work related activity that employee may be sent to the appropriate vendor by the College for a replacement or repair, as applicable, upon submitting a report to the College.

3. In the event that an employee's uniform in whole or in part has been rendered unfit for service due to a non-work related activity, said employee may be sent to the appropriate vendor for a replacement or repair upon filing a report. In said event said employee will pay for the uniform at his own expense.

ARTICLE XVIII

EDUCATIONAL BENEFITS

A. Tuition Remission

Full time employees may attend up to two (2) courses per semester at Hudson County Community College for credit or audit without payment of tuition. Employees are subject to the same rules and regulations as regular students of the College.

B. Professional Improvement

The College will provide its full time personnel with the opportunity to upgrade their professional skills.

Full time employees may receive a tuition refund up to a maximum of \$2,500.00 during any fiscal year, for courses taken during the fiscal year subject to fund availability,

at the discretion of the College President, under the following conditions:

1. Course(s) may be part of an accredited graduate degree program or selected graduate-level course(s) in the employee's current or related discipline or job related area. Undergraduate-level courses may also qualify under this program;

2. An applicant should consult with his supervisor prior to enrolling in courses to ensure that work contemplated will qualify for funding and that funds are committed with the final approval of the President or his designee;

3. An application to receive a refund must be submitted no later than 30 days after the completion of the course(s). All procedures on the application form must be followed. A transcript of the successful completion of courses and an official receipt of courses taken and costs must be provided as part of the application procedure to the Director of Personnel for processing. If the application is not received within thirty (30) days after completion of the course(s), or if all required documents are not submitted, reimbursement will not be forthcoming;

EXCEPTION: Said thirty (30) day time period may be extended under extenuating circumstances, providing notice is given to the Department of Personnel within said thirty (30) day time period;

4. Applicant shall obtain a passing grade for reimbursement.

C. Family Members

Family members of full time employees may attend the College tuition free. However, said family members shall receive a twenty-five (25%) percent discount for enrollment in classes at the Culinary Arts Institute. For the purpose of this article, family members shall be defined as spouse and dependents.

D. Training

The College will provide training for security personnel.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

A. Fully Bargained Provisions

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were the subject of negotiations.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

B. No Waiver

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or exercise one's rights pursuant thereto shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the parties herein are entitled.

C. Separability and Savings

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by the operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect. Any such provision shall be renegotiated by the College and the Union to comply with existing law, if necessary.

ARTICLE XX

MANAGEMENT RIGHTS

1. The College hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

2. The College has and is vested with all the lawful, customary and usual rights, powers, functions and authority of management.

3. The Union further recognizes that the management of the College and its workforce, the control of its properties are the prerogatives of the College.

ARTICLE XXI

NON-DISCRIMINATION

1. The College and the Union agree that the provisions of this Agreement shall be applied to all employees, and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

2. The College agrees not to interfere with the right of employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the College or any of its representatives against any employee covered by this Agreement because of Union membership or non-membership in the Union because of any lawful activity by such employee permissible under law or this Agreement on behalf of the Union. The Union, its members or agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

3. The Union recognizes its responsibility as exclusive bargaining representative.

ARTICLE XXII

CONFERENCES AND TRAVEL

A. All members of the unit shall have the right to apply for attendance at job-related professional organization annual conferences, workshops, seminars or other training conferences, subject to prior approval by the President's Office or his designee. The College shall pay all conference expenses, including, but not limited to transportation and lodging. Where the College requires such attendance, the College shall pay all expenses. Where the employee requests to attend, and the College offers to pay only part of the expense, the employee may decline to attend.

A. Prior approval for attendance at conferences and seminars is required.

B. Approval for conferences and seminars, regardless of the amount is required.

C. Meal allowances will be granted up to \$40.00 per diem, including gratuities, over a 24-hour period.

D. Meals included in convention registration fees shall be deducted from Paragraph C.

ARTICLE XXIII

LEAVE FOR UNION BUSINESS

1. The College agrees to grant upon request of employees covered by this Agreement time off with pay for the purpose of attending Union conventions and conferences, provided that:

- a. The total time off does not exceed the aggregate of ten (10) working days.
- b. Written notice specifying the amount to time off is received by the College President at least fifteen (15) working days in advance of the granting of each period of time off.

2. Authorized leaves granted to individuals shall not exceed a maximum of five working (5) days in a one year period and five (5) days of paid leave for any single activity for any individual employee.

3. No leave shall become effective without prior approval by the College President or his designee.

4. The Union has designated the field representative or his designee as the person from whom the request for Union leave will originate.

5. The Union will provide the College with a list of names and titles of those Union officers, Executive Board Members and Stewards entitled to a leave for Union business.

6. The Union will provide the College with a list of Stewards no later than fifteen (15) days after the signing of this Agreement. The Union will notify the College within twenty-four (24) hours of any changes in Stewards.

ARTICLE XXIV

OUTSIDE EMPLOYMENT

Full-Time employees must consider the College their primary employer. As such, they must be available and able to perform all of the position's required duties and responsibilities as outlined in existing job descriptions. Outside employment must not interfere with an employee's job hours requirements and/or performance.

ARTICLE XXV

MILEAGE ALLOWANCE

1. Employees required to use their personal vehicles for or on authorized College business shall be reimbursed at the rate of twenty-two cents (\$.22) per mile.

2. Expenses incurred for necessary parking and tolls directly related to the authorized use of a vehicle on College business are allowed and reimbursable.

3. Payment shall be made providing the voucher is complete and accurate with supporting documentation.

ARTICLE XXVI

FACILITIES AND PARKING

A. Use of school facilities.

1. The Board will provide office space for the Union.

2. The College agrees that it will allow the Association to have a telephone or telephones installed at the location it chooses, provided said locations are approved by the College. The cost of the installation and all subsequent expenses and costs associated with such phones shall be borne solely by the Union. Such telephones shall be used for the transaction of all Association business.

3. Parking shall be on an availability basis.

ARTICLE XXVII

PROBATIONARY AND WORKING TEST PERIOD

1. All appointments shall be for a probationary period of sixty (60) working days.

2. During the probationary period employees may be terminated by the College without such termination being subject to the grievance and arbitration provisions set forth in this Agreement.

3. All promotions shall be for a working test period of sixty (60) working days. In the event an employee fails to complete the working test period in a satisfactory manner, said employee shall either be reinstated to his/her prior position or be assigned to a comparable position to his/her prior position.

ARTICLE XXVIII

PUBLICATION OF AGREEMENT

The cost of publication of this agreement shall be borne equally by the College and the Union. The parties shall mutually agree on a printer.

ARTICLE XXIX

NOTICES

All notices, requests or other communications hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given, if mailed U.S. prepaid certified mail, return receipt requested, to the following:

As to College:

Donald Scarinci, Esq.
Scarinci & Pelio
195 Route 46 West
Totowa, New Jersey 07512

As to Union:

Dr. Howard Parish
NJEA Negotiation Consultant
P.O. Box 631
Kenilworth, New Jersey 07033

President
Hudson County Community College
Staff Association
c/o 901 Bergen Avenue
Jersey City, New Jersey 07306

ARTICLE XXX

SALARIES

Annual salary increases shall be calculated in the following manner:

1. Effective July 1, 1991, a five (5%) percent increase over employee's 1990 base salary.
2. Effective January 1, 1992, a three (3%) percent increase over employee's 1990 base salary.
3. Effective July 1, 1992, a five (5%) percent increase over employee's January 1, 1992, base salary.

4. Effective January 1, 1993, a three (3%) percent increase over employee's January 1, 1992 base salary.

5. Effective July 1, 1993, a five (5%) percent increase over employee's January 1, 1993, base salary.

6. Effective January 1, 1994, a three (3%) percent increase over employee's January 1, 1993, base salary.

IN WITNESS WHEREOF, the parties have, by their authorized representative, set their hands and seals this day of October, 1991.

HUDSON COUNTY COMMUNITY
COLLEGE

WITNESS

BY: _____
JOSEPH P. LECOWITCH
BOARD CHAIRMAN

HUDSON COUNTY COMMUNITY
COLLEGE
STAFF ASSOCIATION

WITNESS

BY: _____
RITA SALVADOR, PRESIDENT

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